intermediate carrier was, however, liable for any loss or damage occurring on its own lines and also for loss or damage occurring upon any subsequent line, if its own negligence or breach of contract was the proximate cause of the loss or damage. *Ill. C. R.* v. *Foulks,* 191 Ill. 57, *St. L. I. M. & S. R. Co.* v. *White,* (Tex. Civ App 1907), 103 S. W. 673. But the intermediate carrier was not liable for damages occurring before the goods were delivered to it. *Gulf C. & S. F. Ry.* v. *Cunningham,* 51 Tex. Civ. App. 368, 113 S. W. 767, nor for damages caused by acts of subsequent carriers. *Ill. C. R. R.* v. *Curry,* supra. An intermediate carrier could, however, by special contract assume liability for loss occurring on subsequent lines. *Tex. & Pa. Ry. v. McCartley,* 29 Tex. Civ. App. 616. *Burnside etc. Ry.* v. *Tupman,* 24 Ky. Law Rep. 2052. The CARMACK AMENDMENT has changed these former rules somewhat. Under this amendment a carrier receiving property for interstate shipment is made liable for loss anywhere en route, and may not contract against such liability. *Atlantic Coast Line Co.* v. *Riverside Mills,* 168 Fed. 990; *Louisville & N. R. Co.* v. *Scott,* 219 U. S. 209. And failure to issue a bill of lading as required by the amendment, does not release it from liability. *International Watch Co.* v. *Delaware L. & W. R. Co.,* 80 N. J. L. 553, 78 Atl. 49. Although the initial carrier is liable and may be sued, the shipper may nevertheless bring his action against the connecting carrier responsible for the loss. *Louisville S. E. Ry. Co.* v. *Ray,* (Tex. Civ. App. 1910) 127 S. W. 281. But whether an intermediate carrier is liable under the CARMACK AMENDMENT for losses not occurring upon its own lines, nor through its fault, was not definitely settled until the present case. It has been assumed that the shipper can sue the initial carrier alone, or any of the connecting carriers, or all jointly. *A. T. & S. F. Ry.* v. *Boyce,* 171 S. W. 1094. The court in *Eastern Ry. Co.* v. *Montgomery,* (Tex. Civ. App. 1911) 139 S. W. 885, held that the intermediate carrier was not liable, basing their decision on the want of a partnership agreement between the several connecting carriers. In *Looney* v. *Ore. Ry.,* 192 Ill. App. 273, an intermediate carrier was held liable for losses occurring upon the lines of a subsequent connecting carrier, where the intermediate carrier had issued new bills of lading, the court holding that the intermediate carrier by issuing these bills of lading became an "initial" carrier within the meaning of the CARMACK AMENDMENT. This principal case supports the rule in the *Montgomery* case, although not upon the same reasoning, and declines to follow the *Looney* case. The case is interesting and extreme because the defendant carrier sued, is as a matter of fact—though it is not so stated in the opinion—a part of the Northwestern Railway System, of which the succeeding carrier is also a part.

CARRIERS—WAIVER OF STIPULATION FOR WRITTEN NOTICE OF CLAIM.—A bill of lading covering a shipment of cattle stipulated that, as a condition precedent to any recovery of damages, written notice of any loss or injury should be given to the carrier's agent before the cattle were removed from the car or intermingled with other cattle; and further that no agent of the company had the authority to vary the terms of the con-

tract. After an alleged injury, the cattle were removed without such written notice, but after the plaintiff had called the attention of the defendant's agent to their injured condition. The court *held* that the stipulation requiring written notice was valid; but that such a stipulation is waived by actual knowledge on the part of the carrier of the injury before the cattle were removed from the cars. *Baldwin* v. *Atlantic Coast Line Co.*, (N. C. 1915) 86 S. E. 776.

Under a similar stipulation requiring that the shipper should give notice of injuries in writing within one day after delivery, *held* that such a stipulation could not be enforced in a case where the injured condition of the animal could not be discovered until more than one day had elapsed. *Eoff & Snapp* v. *Scullin*, (Ark. 1915) 179 S. W. 663.

All state statutes and policies with respect to the validity of contracts stipulating for notice of loss or injury are superseded, so far as interstate shipments are concerned, by the CARMACK AMENDMENT. *Galveston Ry.* v. *Sparks*, (Tex. Civ. App.) 162 S. W. 943; *Joseph* v. *Chi. B. & Q. R.*, 175 Mo. App. 157; *St. Louis & S. F. R. v. Bilby*, 35 Okla. 589, 130 Pac. 1089. But the CARMACK AMENDMENT has not limited a carrier's right to make a reasonable shipment contract requiring notice of loss or damage. *Ray* v. *Mo. K. & T. Ry.*, 90 Kan. 244. Such stipulations for written notice of loss are generally upheld, in so far as they are reasonable, upon the ground that they are proper requirements in behalf of the carrier to enable him to take the necessary steps to investigate the loss and to prevent fraudulent claims being made after an opportunity for examination has passed. *Atchison T. & S. F. Ry.* v. *Morris*, 65 Kan. 532. In many cases, however, it has been held that the stipulations must be construed to effect their legitimate purpose, and a strict compliance with them will not be required where, in the light of all the attending circumstances after the event, the stipulations are shown to be unreasonable, or where all the beneficial purposes of the stipulation have been accomplished and the carrier has been given as full an opportunity to investigate as he would have had, had the stipulations been strictly complied with. *Mo. K. & T. Ry.* v. *Davis*, 24 Okla. 677, 104 Pac. 34; *Mo. N. A. Ry* v. *Pullen*, 90 Ark. 182; *Atchison T. & S. F. Ry.* v. *Collins*, 47 Kan. 11. Where the damage was not discovered until after the time for notice had expired, the failure to give notice was excused. *Wabash R. Co.* v. *Thomas*, 222 Ill. 337; *Louisville N. A. & C. Ry.* v. *Steele*, 6 Ind. App. 183. But the carrier may waive this stipulation of notice. It is difficult to determine what facts will constitute a waiver. There is a waiver where the carrier invites presentation of the claim after the expiration of the notice period, *Cheney Piano Co.* v. *N. Y. Cent. & H. R. R.*, 148 N. Y. Supp. 108; *Sauls-Baker Co.* v. *Atlantic Coast Line*, 98 S. C. 300. Or where the carrier does not raise the objection of time of presentment, but rejects the claim on the ground of proper delivery of the goods, *Produce Exchange* v. *N. Y. P. & R. R.*, 122 Md. 231. Or where the carrier had knowledge of the injuries at time

of delivery to consignee and acknowledged liability if they had been injured through its negligence, *Shoemaker* v. *Adams Express Co.*, 51 Pa. Sup. Ct. 284; *Kelly* v. *So. Ry. Co.*, 84 S. C. 294. Or where the goods have been totally destroyed by fire while in the possession of the carrier, *Drake* v. *Nashville etc. R.* 125 Tenn. 627, 148 S. W. 214. But it has been held in several cases that if *after* the property has been delivered, knowledge of the injury is brought to the attention of the carrier and it negotiates for a settlement of the claim, this does not operate as a waiver of the stipulation for written notice, *Clegg* v. *St. Louis & S. F. R. Co.*, 203 Fed. 970; *Kidwell* v. *Oregon*, 208 Fed. 1. The court in the *Baldwin* case attempts to distinguish the two federal cases above on the grounds that here the carrier had knowledge of the injury before the cattle were removed from the cars. But it is difficult to see how knowledge, whether before or after removal, can effect a waiver of a contractual requirement of written notice of what the plaintiff's claim will be.

CONSTITUTIONAL LAW—DISCRIMINATION AGAINST ALIEN LABOR ON PUBLIC WORKS.—A statute of the state of New York provides that in the construction of public works by the state or a municipality only citizens of the United States shall be employed. The Public Service Commission of New York City awarded contracts for the construction of street-car lines, and inserted the provisions of this statute into the contracts, stipulating that a violation of the statute be followed by a forfeiture of the contracts. Complainants are contractors, working under such contracts, and bring a bill in equity to restrain the Commission from forfeiting their contracts, alleging the necessity of employing alien labor, and seeking to avoid the statute on the ground that it denies to employers (on public works) and employees the equal protection of the laws. It was *held* that "it belongs to the state, as guardian of its people, and having control of its affairs, to prescribe the conditions upon which it will permit public work to be done in its behalf", and that the statute did not fall within the condemnation of the fourteenth amendment. *Heim et al.* v. *McCall, et al.*, 36 Sup. Ct. 78.

This case stands on a different ground from those cases where the alien is denied equal opportunity for employment generally, represented by *Truax v. Raich*, 36 Sup. Ct. 7, commented on in 14 MICH. L. REV. 152; *In Re Tiburcio Parrott*, 1 Fed. 481; *Ex Parte Case*, 20 Idaho 128, 116 Pac. 1037. In the *Truax* case a law prohibiting the employment of aliens, except as to 20% of the force employed, was held to deny aliens the equal protection of the laws. That case fell clearly within the prohibition of the constitution. The instant case also discriminates against aliens; no alien can be employed in any public work. But the cases are distinguishable. The former is a law affecting all employments, and practically depriving non-citizens of the chance for employment in the entire state. The latter case prevents employment only on public works, and thus leaves the whole field of private industry where employment may be sought. A more vital distinction perhaps is this, that in the